

MASSWILDLIFE WATERFOWL STAMP CONTEST AFFIDAVIT

The UNDERSIGNED, who has prepared an original design featuring a (*title of entry*)

_____ decoy for the Division of Fisheries and Wildlife as an entry to be judged for the annual Massachusetts Waterfowl Stamp (said stamp authorized by the Acts of 1974, Chapter 420, effective September 24, 1974 for the use during the hunting season) does agree to the following conditions concerning reproduction rights if his/her design is selected.

- (1) I have carefully read and understand the rules and regulations pertaining to this year's waterfowl stamp contest.
- (2) I affirm that my entry is a drawing of my own creation, neither copied nor duplicated from previously published art, including paintings, drawings in any medium, or published photographs.
- (3) I agree that minor changes in my painting including addition of a background color, may be made by the final layout designer of the printer selected by the Massachusetts Division of Fisheries and Wildlife.
- (4) My artwork will remain on display with other entries for the time period designated for display in the regulations.
- (5) If selected as winner, my artwork will be retained by the Division of Fisheries and Wildlife until such time as the stamp is printed for the Massachusetts Waterfowl Stamp. After completion by the printer, the stamp may be reprinted, copied and reproduced and such copies and reproductions may be published and otherwise distributed by the Massachusetts Division of Fisheries and Wildlife for purposes of promoting the stamp program.
- (6) Ownership of the original design will be retained by the artist and it may be copyrighted, copied, reproduced, published, or otherwise distributed by the artist with any other person or company covering the use of the design. Such use shall be made subject to the rights of the Massachusetts Division of Fisheries and Wildlife under Paragraph 5 of this Agreement.
- (7) It is agreed that an edition of no less than 400 prints will be produced and that Number 1 of those prints, with a color remarque, will be donated to the Massachusetts Division of Fisheries and Wildlife for archival purposes and public display. All other prints will be the property of the artist to sell or donate without restriction.

(8) It is further mutually agreed that no member of or delegate of Massachusetts state government shall be admitted to any share or part of this contract or agreement, or to any benefit therein.

ARTIST'S SIGNATURE:

STREET ADDRESS:

CITY/STATE:

ZIP CODE:

TELEPHONE:

STATE OF:

COUNTY:

Then personally appeared the above-named and acknowledged the foregoing instrument to be his/her free act and deed before me.

NOTARY PUBLIC:

MY COMMISSION EXPIRES: